

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	March 11, 2025	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Facilities Development & Operations		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

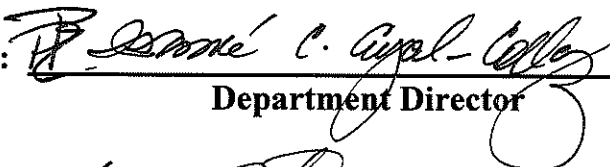

- A) **adopt** a Resolution authorizing a Lease Agreement with Closter Farms, Inc., a Florida corporation (Closter Farms), for the continued use of +/-7.3 acres of County-owned, unimproved land south of Pahokee in unincorporated Palm Beach County (Premises) for a term of ten (10) years, commencing April 1, 2025 and ending March 31, 2035, at an annual rate of \$4,015 (i.e., \$550 per acre); and
- B) **approve** the Lease Agreement with Closter Farms.

Summary: Since 1995, the County has leased the Premises to Closter Farms for sugarcane production. The Board of County Commissioners (BCC) approved the current lease in March 2016 (R2016-0394) which expires on March 31, 2025. The State of Florida owns a 2,725-acre tract of land located to the north, west, and south of the Premises, which Closter Farms also leases. Pursuant to PPM CW-L-023, the County Administrator may approve the use of a process other than a solicitation (Invitation For Bids or Request For Proposals) for leasing County-owned property. Since Closter Farms leases the surrounding State-owned land adjacent to the County's property, it is the only entity that can readily utilize the County's parcel. The proposed lease shall commence on April 1, 2025 for a period of ten (10) years as a triple-net lease. The annual base rent will be \$4,015 (i.e., \$550 per acre), with annual adjustments determined by the Producer Price Index (PPI) for raw cane sugar, consistent with the methodology used in the current lease. Closter Farms will be responsible for all maintenance and repairs to the Premises and will farm the land in accordance with the Everglades Forever Act. The Property & Real Estate Management Division will continue to have administrative responsibility for this Lease Agreement. **(Property & Real Estate Management) District 6 (HJF)**

(Background and Policy Issues on Page 3)

Attachments:

1. Location Map
2. Resolution (with Exhibit)
3. Lease Agreement (2 with Exhibits)
4. Disclosure of Beneficial Interests

Recommended By:		
	Department Director	Date
Approved By:		3-4-25
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$4,015)	(\$4,216)	(\$4,427)	(\$4,648)	(\$4,880)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$4,015)	(\$4,216)	(\$4,427)	(\$4,648)	(\$4,880)
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____

Does this item include the use of federal funds? Yes _____ No X

Does this item include the use of state funds? Yes _____ No X

Budget Account No: Fund 0001 Dept 800 Unit 8001 Rev. 6202
Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The term is 10 years starting April 1, 2025 with annual adjustments based on the PPI of raw cane sugar. The base rent of \$4,015 is multiplied by the change in PPI. A 5% increase is assumed in the above calculations.

PCN: 00-37-42-30-01-000-0280

Fixed Assets Number N/A

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Lora Mante 2/26/2025
OFMB
JA 2/25
ESW 2-25-25

Brenda Mackle 3/3/25
Contract Development and Control
267 3-3-25

B. Legal Sufficiency:

H. J. J. 3/4/25
Assistant County Attorney

C. Other Department Review:

Department Director

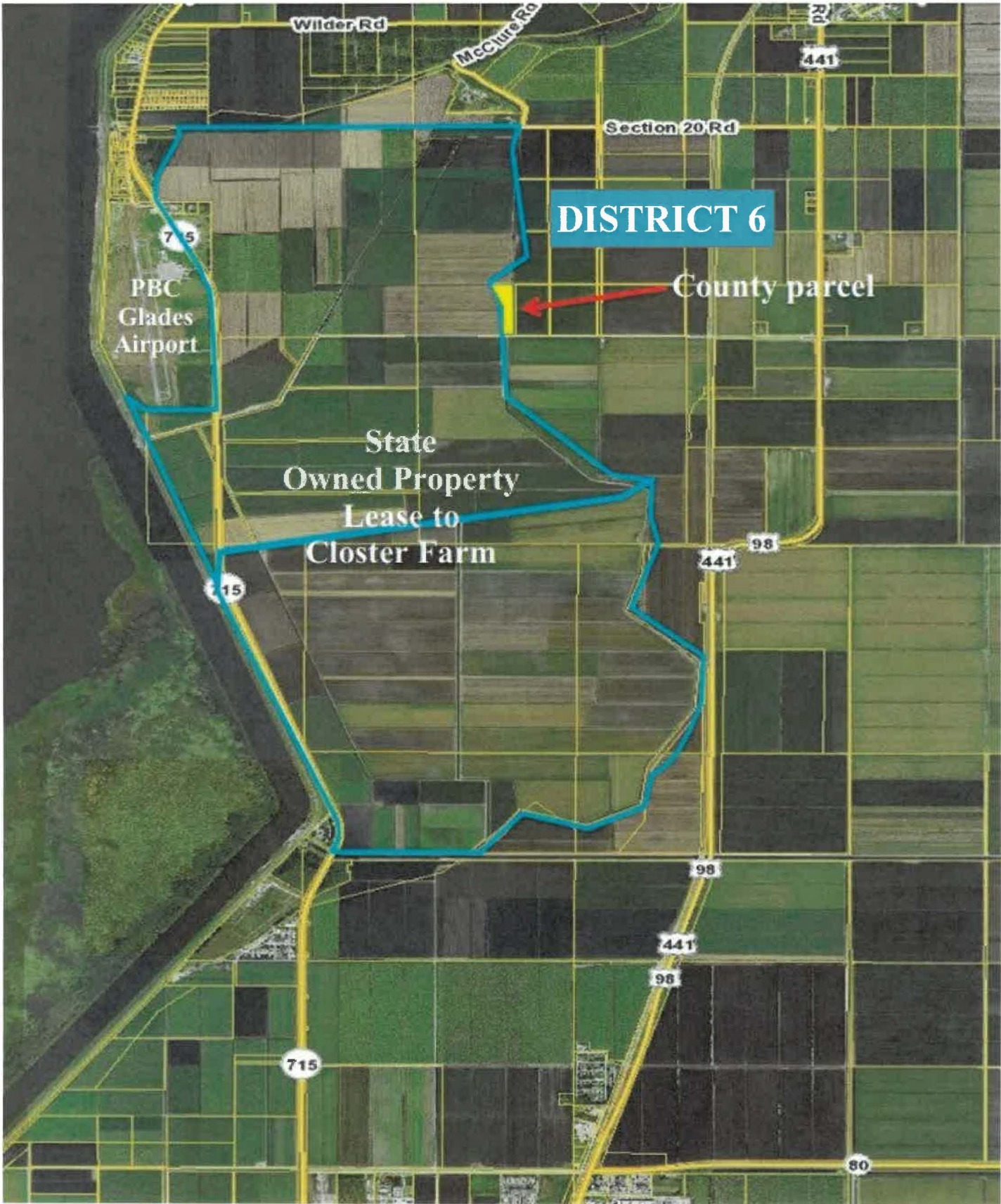
This summary is not to be used as a basis for payment.

Background and Policy Issues: In 1995, the BCC approved a 20-year lease agreement with Closter Farms (R95-812D), as amended, which expired in 2015. In March 2016, the BCC approved the current lease for a term of ten (10) years commencing retroactively on April 1, 2015, for an initial annual rent of \$3,250.44, with annual rent increases equal to the percentage increase in the annual PPI. Closter Farms currently pays \$5,196.52 annual rent (commenced April 1, 2024).

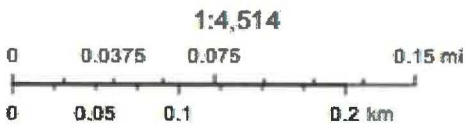
Florida Statutes do not require a Disclosure of Beneficial Interests to be obtained when the County leases property to a tenant. However, Closter Farms has identified the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in Closter Farms, along with the percentage interest of each, as included in the attachment to this agenda item.

LOCATION MAP

00-37-42-30-01-000-0280



January 2, 2025



ATTACHMENT #2 RESOLUTION (30 pages)

RESOLUTION NO. 2025-_____

**RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF PALM BEACH COUNTY,
FLORIDA, AUTHORIZING THE LEASE OF CERTAIN
REAL PROPERTY OWNED BY PALM BEACH
COUNTY TO CLOSTER FARMS, A FLORIDA
CORPORATION, AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, Closter Farms, Inc. (Closter Farms) has been occupying a 7.3+/- acre County-owned parcel of land under the terms of Lease Agreement (R2016-10394) dated March 2, 2016 (the “County Lease”).

WHEREAS, the current County Lease is set to expire on March 31, 2025.

WHEREAS, the County Lease does not include any options for renewal; and

WHEREAS, Closter Farms leases the State’s adjacent property, and is the only entity that can readily utilize the County’s parcel, and

WHEREAS, rather than extending the County Lease, Staff has recommended a new lease agreement for the continued utilization of the County-owned property to ensure all updated standard contract provisions are included therein; and

WHEREAS, the Board of Commissioners of Palm Beach County hereby find that the lease with Closter Farms is in the best interest of the County as the property is not needed for County purposes.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY
COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

Section 1. Recitals

The foregoing recitals are true and correct and incorporated herein by reference.

Section 2. Authorization to Lease Real Property

The Palm Beach County Board of County Commissioners shall lease the Property to Closter Farms, Inc., for a term of ten (10) years and an annual rental of Four Thousand and Fifteen Dollars (\$4,015) with an annual escalation equal to the Producer Price Index

of raw cane sugar, compared to the Commencement Year (PPI 2025), pursuant to the Lease Agreement attached hereto as Exhibit “A” and incorporated herein by reference.

Section 3. Justification

Closter Farms leases the State’s adjacent property, and is the only entity that can readily utilize the County’s parcel.

Section 4. Conflict with Federal or State Law or County Charter

Any statutory or Charter provisions in conflict with this Resolution shall prevail.

Section 5. Effective Date

The provisions of this Resolution shall be effective immediately upon adoption hereof.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

The foregoing resolution was offered by Commissioner _____ who moved its adoption. The Motion was seconded by Commissioner _____, and upon being put to a vote, the Motion passed as follows:

Commissioner Maria G. Marino, Mayor
Commissioner Sara Baxter, Vice Mayor
Commissioner Gregg K. Weiss
Commissioner Joel G. Flores
Commissioner Marci Woodward
Commissioner Maria Sachs
Commissioner Bobby Powell Jr.

The Chairman thereupon declared the resolution duly passed and adopted this _____ day of _____, 2025.

PALM BEACH COUNTY, a political
subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

JOSEPH ABRUZZO
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Department Director

Exhibit “A”
LEASE AGREEMENT

LEASE AGREEMENT

between

**PALM BEACH COUNTY
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**

(County)

and

**CLOSTER FARMS, INC.,
A Florida corporation**

(Tenant)

LEASE AGREEMENT

THIS LEASE made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, ("County") and **CLOSTER FARMS, INC.**, a Florida corporation, (EIN: # 590927006) ("Tenant") ("County" and "Tenant" collectively referred to as the "Parties").

W I T N E S S E T H:

WHEREAS, County is the owner of certain real property as more specifically described hereinafter which Tenant desires to lease from County; and

WHEREAS, Tenant has leased this property since 1995 and desires to continue to lease said property for use in the farming of sugarcane; and

WHEREAS, County is willing to lease such property to Tenant for such use;

NOW THEREFORE, in consideration of the rents, covenants, and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

County hereby demises and leases to the Tenant, and Tenant rents from County, the real property legally described in Exhibit "A" attached hereto and made a part hereof, together with all improvements located thereon (the "Premises").

Section 1.02 Length of Term and Commencement Date.

The term of this Lease shall commence on April 1, 2025, (the "Commencement Date") and shall extend for a period of ten (10) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

Section 1.03 Security Deposit.

Upon the Effective Date of this Lease, Tenant shall deliver to County a security deposit in the amount of Five Thousand and no/100 Dollars (\$5,000) as security for the full, faithful and timely performance of each and every term, covenant and condition to be performed by Tenant under this Lease ("Security Deposit"). The Security Deposit may be commingled with other funds of County, and County shall have no liability for the accrual or payment of any interest thereon. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then County, at its option, may appropriate and apply said Security Deposit, or so much thereof as County may deem necessary, to compensate the County for all loss or damage sustained or suffered by County due to such default or failure on the part of Tenant. In no event shall the amount of said Security Deposit be deemed to limit Tenant's liability under this Lease. Should any portion of the Security Deposit be so appropriated and applied by County, then Tenant shall, upon the demand of County, forthwith remit to County a sufficient amount in cash to restore said Security Deposit to the original sum deposited. Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a default of this Lease. Should Tenant comply with all of the terms, covenants and conditions of this Lease and promptly pay all of the Annual Rent and Additional Rent herein provided for as it becomes due, and all other sums payable by Tenant to County hereunder, and the Premises are surrendered to County in the condition required by this Lease, then the Security Deposit shall be returned in full to Tenant within thirty (30) days of the expiration of this Lease.

ARTICLE II RENT

Section 2.01 Annual Rent.

Tenant shall pay County an initial annual rent in the amount of \$4,015.00 (\$550.00 per acre) on the Commencement Date (the "Annual Rent"). On each subsequent anniversary of the Commencement Date during the Term of this Lease (each a "Lease Year"), the Annual Rent shall be adjusted as calculated in accordance with Section 2.02 of this Lease. Rent shall be paid in advance without demand, setoff, or deduction. Annual Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402.

Section 2.02 Annual Adjustment to Annual Rent

Upon the first anniversary of the Commencement Date, and upon each anniversary thereafter during the Term of this Lease, Tenant shall pay County the greater of the Annual Rent for the prior lease year or the Adjusted Annual Rent as determined by application of the following formula:

Using the Producer Price Index for raw cane sugar and sugar cane mill products and by-products (the "PPI") published by the United States Department of Labor, County shall divide the PPI published the February immediately preceding the current anniversary of the Commencement Date by the PPI published in February of 2025 to arrive at a multiplier (the "PPI Multiplier"). County shall then multiply the PPI Multiplier by \$4,015.00 to arrive at the Adjusted Annual Rent. If the Adjusted Annual Rent is greater than the Annual Rent for the prior lease year, the Tenant shall pay the Adjusted Annual Rent upon receipt of invoice by County. If the Adjusted Annual Rent is less than the Annual Rent for the prior lease year, Tenant shall pay County the Annual Rent for the prior lease year upon receipt of invoice by County.

By way of example, the Adjusted Annual Rent for the Lease Year commencing April 1, 2026, will be calculated as follows:

PPI published in February 2026

PPI published in February 2025 = PPI Multiplier

PPI Multiplier x \$4,015.00 = Adjusted Annual Rent

In the event that the PPI ceases to be published during the Term of this Lease, or if a substantial change is made in the method of establishing or computing the PPI, then the determination of the adjustment in the Annual Rent shall be made with the use of such conversion factor, formula or table as may be published by the United States Department of Labor and having applicability to sugar cane production, or if none is available, by any other nationally recognized publisher of similar statistical information chosen by the County. The Adjusted Annual Rent shall be calculated using the same method as set forth above. In no event shall Tenant pay less than the Annual Rent for the prior lease year.

Section 2.03 Additional Rent.

This Lease shall be "triple net" to County, it being understood by the Parties that County shall receive all rents payable hereunder free and clear of any and all impositions, taxes, liens, charges, and expense of any nature whatsoever relating to ownership or operation of the Premises, including without limitation those relating to taxes, if any, insurance, repair, maintenance, use, care, or operation.

Any and all sums of money or charges required to be paid by Tenant under this Lease other than the Annual Rent shall be considered "Additional Rent", whether or not

the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to County with regards to Annual Rent.

Section 2.04 Sales, Use, and Rent, Taxes, Assessments, Ad Valorem, Real and Personal Property Taxes.

Tenant shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent, if any, even if such tax and statute or ordinance is intended to impose such tax against County. Tenant shall pay before delinquency all ad valorem and non-ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises, Tenant's leasehold interest in the Premises or Tenant's Alterations and personal property located on the Premises.

Section 2.05 Unpaid Fees, Holdover.

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1.5%) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law.

In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire period of such holdover, double rental, as provided for in Section 83.06, Florida Statutes.

Section 2.06 Accord and Satisfaction.

In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Lease or under the law.

**ARTICLE III
CONDITION OF LEASED PREMISES, ALTERATIONS**

Section 3.01 Acceptance of Premises by Tenant.

Tenant certifies that Tenant has been in possession of the Premises pursuant to a lease since 1995, has inspected the Premises, and accepts same "As Is", in its existing condition, as of the Commencement Date, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Tenant further acknowledges that County has made no warranties or representations of any nature whatsoever regarding the Premises including, without limitation, any relating to the physical condition of the Premises or any improvements or equipment located thereon, or the suitability of the Premises or any improvements for Tenant's intended use of the Premises. No repair work, alterations, or remodeling of the Premises is required to be done by County as a condition of this Lease. Tenant agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by Tenant as specified in Section 4.01 of this Lease.

COUNTY HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF TENANT OR TENANT'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE LEASED PREMISES, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED BY COUNTY'S SOLE NEGLIGENCE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LEASING OF THE LEASED PREMISES PURSUANT TO THIS LEASE. TENANT ACKNOWLEDGES THAT THIS SECTION 3.01 IS INTENDED TO AND SHALL BE DEEMED TO CONSTITUTE AN AGREEMENT IN WRITING ELIMINATING ANY DUTY OR OBLIGATION IMPOSED UPON COUNTY BY STATUTE OR OTHERWISE RELATING TO THE INSPECTION, MAINTENANCE OR REPAIR OF, OR THE CONDITION OF, THE PREMISES.

Section 3.02 Tenant's Work.

Tenant shall be solely responsible for any and all improvements, repairs, alterations or other work necessary to render the Premises suitable for Tenant's intended use. Tenant shall design and construct such improvements at Tenant's sole cost and expense, in accordance with the requirements of this Lease and in full compliance with applicable building codes and zoning regulations. All of Tenant's construction and improvements shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion.

Section 3.03 Alterations.

Tenant shall not make any improvements, additions, modifications or alterations to the Premises costing in excess of \$25,000 (hereinafter collectively referred to as "Alterations"), without the prior written consent of County in each instance, which may be withheld in the County's sole and absolute discretion. Tenant shall submit detailed plans and specifications for all such Alterations to County for County's written approval prior to commencing work on same. Tenant agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Tenant, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Lease. All work done by Tenant shall be done in a good and workmanlike manner and shall be diligently pursued to completion strictly in accordance with the approved plans and specifications therefor. At the end of the Lease, Tenant may remove any items installed by Tenant, and restore the Premises to the condition in which it existed before such items were installed. All Alterations to the Premises that are not removed by Tenant shall become the property of County upon termination or expiration of this Lease.

Section 3.04 Construction Bonds.

Tenant shall ensure that all improvements are constructed to completion in accordance with the approved plans therefor and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Tenant, at its sole cost and expense, shall cause to be made, executed and delivered to County prior to commencement of any improvements to the Tenant's Premises, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Tenant of its obligations

arising hereunder.

Section 3.05 Contractor Requirements.

Tenant shall also require contractors to furnish for the benefit of County a payment and performance bond to County equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes. Tenant shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, commercial general liability insurance, commercial automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as County may reasonably require. County may require additional insurance for any Alterations or improvements approved hereunder, in such amount as County reasonable determines to be necessary.

Section 3.06 No Liens.

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Tenant's Premises or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within ten (10) days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said ten (10) day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

ARTICLE IV CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT

Section 4.01 Use.

Tenant shall use and occupy the Premises solely and exclusively for the farming of sugarcane. Tenant shall not use, permit, or suffer the use of the Premises for any other use, business, or purpose whatsoever without the prior written consent of County, which consent may be granted or withheld in County's sole discretion. Within ninety (90) days after the Effective Date, Tenant shall implement, and provide to County, a Best Management Practices (BMP) plan as required by the Everglades Forever Act for the Premises. The BMP plan shall be in accord with the permitted uses.

The BMP currently being implemented on the Tenant's adjoining leased property with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Lease Number 3420, as amended, may be acceptable to County; provided, however, the current BMP complies with the requirements as set forth in the Everglades Forever Act for the Premises and said BMP is approved for use on the Premises by the appropriate agency as provided by law.

The Premises shall be operated in accordance with the BMP plan. Tenant will not use or permit any use or entry upon the Premises for any other purpose.

In addition, during the Lease Term, Tenant shall prevent the infestation of those certain species of vegetation set forth in Exhibit "B" attached hereto and by reference made a part hereof ("Exotic Pest Plants"). Tenant shall not cut or remove any standing green

timber from the Premises except for Exotic Pest Plants or trees planted by Tenant, or alter the flow of hydrology, without written approval of the County Administrator or his/her designee.

Section 4.02 Waste or Nuisance.

Tenant shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition. All refuse is to be removed from the Premises at Tenant's sole cost and expense and Tenant will keep such refuse in proper fireproof containers on the interior of the Premises until removed. Tenant will keep the access to the Premises, the parking areas and other contiguous areas to the Premises free and clear of obstruction. Tenant, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

Section 4.03 Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or Tenant's use of the Premises, or the Premises generally. Tenant shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

Section 4.04 Non-Discrimination.

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Tenant warrants and represents that throughout the term of the Lease, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Lease.

As a condition of entering into this Lease, the Tenant represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Tenant shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Tenant retaliate against any person for reporting instances of such discrimination. The Tenant shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Tenant understands and agrees that a material violation of this clause shall be considered a material breach of this Lease and may result in termination of this Lease, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Tenant shall include this language in its subcontracts.

Section 4.05 Surrender of Premises.

Upon termination or expiration of this Lease, Tenant, at its sole cost and expense, if so directed by County, shall remove Tenant's personal property, removable fixtures, equipment and Alterations from the Premises and shall surrender the Premises to the

County in the same condition the Premises were in as of the Commencement Date of this Lease, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or property within the Premises shall vest in County. Tenant shall turn over to County all keys and copies of all permits for the Premises.

Section 4.06 Hazardous Substance

Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Tenant shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, whether by Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of remediation and clean-up of any Hazardous Materials disposed of or discovered upon the Premises or emanating from the Premises onto adjacent lands, as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs, which may arise directly, indirectly or proximately as a result of any violation of any Environmental Laws, the Disposal of any Hazardous Materials upon the Premises or violation of this provision. Tenants responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to alter or diminish any statutory or common law liability of Tenant.

Tenant acknowledges that County would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive expiration or termination of this Lease.

Section 4.07 Everglades Forever Act

Tenant acknowledges that the Premises is located in the Everglades Agricultural Area basin, as described in the Everglades Forever Act, Section 373.4592, Florida Statutes.

Accordingly, the Tenant agrees that:

(a) The Tenant shall grant the Everglades Agricultural Area Environmental Protection District personnel, or contracted representatives, unrestricted access to the Premises to take samples of the storm water being discharged, for water quality monitoring purposes.

(b) The Tenant shall grant the Everglades Agricultural Area Environmental Protection District personnel, or contracted representatives, unrestricted access to the Premises to inventory and survey the Premises' drainage systems (canals, gates, pumps).

Section 4.08 Pumps, Culverts, Motors and Other Related Improvements.

Tenant shall be responsible for the operation, maintenance, replacement and repairs of all pumps, risers, culverts, motors and other related improvements on or serving the Premises. Tenant shall maintain the improvements existing as of the Effective Date of this Lease or subsequently constructed or installed, including but not limited to, the pumps, culverts, risers, motors and other related improvements in substantially the same condition as of the Effective Date of this lease, reasonable wear and tear excepted.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs at trial and on appeal which may arise directly, indirectly or proximately as a result of the operation or overall function of the pumps, risers, culverts, motors and other related improvements on or serving the Premises. Tenant's responsibility hereunder shall survive the expiration or termination of this Lease and shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to eliminate or diminish any statutory or common law liability of Tenant. This provision shall survive the expiration or termination of this Lease.

ARTICLE V REPAIRS AND MAINTENANCE OF PREMISES

Section 5.01 Responsibility of County and Tenant.

County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Premises. Tenant shall keep and maintain all portions of the Premises, and all Alterations or improvements currently existing or constructed hereinafter on or about the Premises, in good condition and repair, at Tenant's sole cost and expense.

Section 5.02 County's Right to Inspect.

County or County's agents shall have the right, upon reasonable prior notice to Tenant (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises and the improvements located thereon. Any such entrance into the Premises shall be conducted by County in a manner calculated to minimize interference with or disruption of Tenant's operations within the Premises.

ARTICLE VI UTILITIES

Tenant shall be solely responsible for and promptly pay all costs and expenses relating to providing utility service to the Premises, including, without limitation, construction and connection charges and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, water, sewer, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises.

ARTICLE VII INSURANCE

Section 7.01 Insurance.

Unless otherwise specified in this Lease, Tenant shall, at its sole expense, maintain in full force and effect at all times during the term of this Lease, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Tenant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Tenant under this Lease. Tenant shall cause any contractor or subcontractor performing

work within the Premises on behalf of Tenant to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Tenant required herein.

Section 7.02 Commercial General Liability.

Tenant shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless approved by County's Risk Management Department. Tenant agrees this coverage shall be provided on a primary basis.

Section 7.03 Business Automobile Liability.

Tenant shall maintain Business Automobile Liability insurance at a limit of liability not less than \$1,000,000 each occurrence for all owned, non-owned and hired automobiles. In the event Tenant does not own any automobiles, the Business Automobile Liability requirement shall be amended allowing Tenant to maintain only Hired & Non-Owned Auto Liability. Any amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Automobile coverage form. This coverage shall be provided on a primary basis.

Section 7.04 Workers' Compensation & Employers Liability.

Tenant shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes, and applicable Federal Acts. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.05 Pollution Liability/Environmental Impairment Liability.

Tenant shall maintain Pollution Liability or equivalent Environmental Impairment Liability at a minimum limit of not less than One Million Dollars (\$1,000,000) per occurrence providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs. When a self-insured retention or deductible amount exceeds Ten Thousand Dollars (\$10,000), County reserves the right, but not the obligation, to review and request a copy of the most recent annual report or audited financial statements in evaluating successful bidder's acceptability of a higher self-insured retention or deductible in relationship to successful bidder's financial condition

Section 7.06 Additional Insured Endorsement.

Tenant shall cause each liability insurance policy required to be maintained by Tenant to be endorsed to add the County as an Additional Insured on, except for Workers' Compensation and Business Auto Liability. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be used to endorse the Commercial General Liability policy. The standard Additional Insured endorsement offered by the insurer shall be used to endorse the other policies, when required. Tenant shall ensure the Additional Insured endorsements provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

Section 7.07 Certificate of Insurance.

Immediately following Tenant's execution of this Lease, Tenant will deliver to EBIX, County's authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by Tenant under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Palm Beach County Board of County Commissioners
Insurance Compliance
c/o EBIX, Inc.
PO Box 100085- DX
Duluth, GA 30096
pbcounty@ebix.com

Subsequently, Tenant shall, during the term of the Lease, and prior to each renewal thereof, provide such evidence to EBIX, which is Palm Beach County's insurance management system. The Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance should reference in the "CERTIFICATE HOLDER" box (ACORD FORM): Palm Beach County BOCC, Property & Real Estate Management, Attention Director, 2633 Vista Parkway, West Palm Beach, FL 33411-5605. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

Section 7.08 Waiver of Subrogation.

Tenant hereby agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Tenant shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Tenant enter into such an agreement on a pre-loss basis.

Section 7.09 Premiums and Proceeds.

Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any condition, provision or limitation of the property, flood, or wind insurance policies. Tenant shall be responsible for all premiums, including increases, for all insurance policies required by this Lease. All property, flood or windstorm insurance proceeds as a result of a loss shall be made available for use to promptly replace, repair or rebuild the buildings, betterments and improvements, including those made by or on behalf of Tenant, in order to ensure a replacement cost settlement and avoid policy cancellation.

Section 7.10 Deductibles, Coinsurance, and Self-Insured Retention.

Tenant shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy terms.

Section 7.11 Right to Review, Reject, or Adjust Insurance.

The County's Risk Management Department, shall have the right, but not the obligation, to review, adjust, reject or accept insurance policies, limits, coverages, or endorsements throughout the life of this Lease. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or by way of illegal operation. The County shall provide Tenant written notice of such action, and Tenant shall agree to cure or comply with such action within thirty (30) days receipt thereof.

Section 7.12 No Representation of Coverage Adequacy.

The limits, coverages, or endorsements identified herein primarily transfer risk and

minimize liability for County, and Tenant agrees not to rely upon such requirements when assessing risk or determining appropriate types or limits of coverage to protect Tenant against any loss exposures, whether as a result of this Lease or otherwise.

Section 7.13 Insurance for Special Events and Outside Persons/Groups.

Excluding County or its affiliates, when Tenant permits or schedules the use of the Premises for a special event or outside persons/groups, Tenant shall require the special event or outside person/group to maintain Commercial General Liability, as described in Section 7.01, with limits of liability not less than \$1,000,000. Tenant shall ensure that County and Tenant are named as Additional Insured under such policy, as described in Section 7.04. Tenant shall obtain and, when requested by the County, furnish copies of certificates of insurance evidencing such coverage for the special event or outside person/group.

Section 7.14 Umbrella or Excess Liability.

If necessary, Tenant may satisfy the minimum limits required above for either Commercial General Liability, Business Automobile Liability, and/or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Automobile Liability, or Employer's Liability. County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**ARTICLE VIII
INDEMNIFICATION**

Tenant shall indemnify, defend, and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Agreement for any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the Leased Area by reason, during, or as a result of the use and occupancy of the Leased Area by the Tenant, its agents, employees, licensees, and invitees, and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Tenant recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Agreement without Tenant's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Agreement.

**ARTICLE IX
DESTRUCTION OF PREMISES, DAMAGE OR DESTRUCTION
BY FIRE, WAR OR ACT OF GOD**

In the event the Premises or any improvements thereon shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease or any extension thereof, whereby the same shall be rendered untenable, in whole or in part then the Tenant shall, after review and approval by County of a restoration plan prepared by Tenant, commence restoration thereof within sixty (60) days and thereafter diligently pursue the restoration to completion. In the event Tenant fails to commence such restoration within sixty (60) days of such casualty and thereafter pursue such restoration to completion,

County shall be entitled to retain all insurance proceeds received by County on account of such casualty.

ARTICLE X ASSIGNMENT AND SUBLETTING

Tenant may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of County, which may be granted or withheld at County's absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

ARTICLE XI DEFAULT

Section 11.01 Default by Tenant.

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease:

- (a) The vacating or abandonment of the Premises by Tenant.
- (b) The failure by Tenant to make payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from County to Tenant.
- (c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice thereof from County to Tenant provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.
- (d) (i) The making by Tenant or any guarantor hereof of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.
- (e) The discovery by County that any information given to County by Tenant relating to this Lease was materially false.

Section 11.02 Default by County.

County shall not be in default unless County fails to perform obligations required of County within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to County, specifying wherein County has failed to perform such obligations; provided, however, that if the nature of County's obligations is such that more than thirty (30) days are required for performance then County shall not be in default if County commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

Section 11.03 Remedies.

In the event of Default by Tenant, County may at any time thereafter, with or without notice or demand and without limiting any other right or remedy which County may have under the law by reason of such default or breach, elect to exercise any one of the following remedies:

(a) Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

(b) Terminate Tenant's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of Tenant, in which case the rent and other sums due hereunder shall be accelerated and due in full and Tenant shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what County is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by Tenant. Upon such reletting, all rentals received by County shall be applied, first to the payment of any indebtedness other than rent due hereunder from Tenant; second, to the payment of any costs and expenses of such reletting, which shall include all damages incurred by County due to Tenant's default including, but not limited to, the cost of recovering possession of the Premises including attorney's fees, expenses relating to the renovation or alteration of the Premises and real estate commissions paid by County relating to the unexpired term of this Lease; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be paid to Tenant.

(c) Treat this Lease as terminated and reenter and retake possession of the Premises for the account of County, thereby terminating any further liability under this Lease on the part of Tenant and County. Notwithstanding the foregoing, County shall have a cause of action to recover any rent remaining unpaid when County retakes possession of the Premises for the account of County.

(d) Stand by and do nothing, holding Tenant liable for the rent as it comes due.

(e) Pursue any other remedy now or hereafter available to County under the laws and judicial decisions of the State of Florida.

Notwithstanding anything in this Lease to the contrary, County reserves all rights which the laws of the State of Florida confer upon a landlord against a Tenant in default.

ARTICLE XII AVAILABILITY OF FUNDS

Section 12.01 Annual Budgetary Funding/Cancellation.

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners. Notwithstanding anything in this Lease to the contrary, County may cancel or terminate this Lease for any reason upon twelve (12) months' prior written notice to Tenant, with extensions to allow the harvesting of any annual crop planted prior to the date upon which such cancellation/termination notice is given.

Section 12.02 Suspension.

In the event of an emergency, whether declared by County, State of Florida or the Federal Government, County may cancel or suspend the Lease, on one (1) day notice, on up to 100 acres of the Premises, or the entire Premises if less than 100 acres. In the event of a cancellation or suspension per this paragraph, County will refund the Tenant for any

prepaid rent, prorated based on time and the percentage of the Premises affected. A Lease suspension will be not less than six (6), nor more than twelve (12) months. In the event of a cancellation or suspension per this paragraph, Tenant will be compensated by County for any crops and/or improvements damaged as of the suspension/cancellation date, based on an independent appraisal by a County-approved, County hired, County paid and state licensed appraiser that considers the crop and wholesale prices thereof, expenses incurred by the Tenant for the crop and/or improvements up to the date of suspension or cancellation and other factors that the appraiser deems relevant. The appraisal will be subject to approval by the Federal Emergency Management Agency (FEMA). If a suspension extends beyond one crop cycle, County will compensate Tenant for lost profits similarly determined for any additional crop cycle into which the suspension period extends. In the event of a cancellation per this paragraph such compensation shall be limited to the crop cycle in which the cancellation occurs. At the end of any suspension period, County will either (i) restore the Premises, excluding restoration of any crops affected by the suspension, to its pre-suspension condition or better, and the Lease will resume, or (ii) cancel the Lease per Section 12.01.

ARTICLE XIII QUIET ENJOYMENT

Upon payment by Tenant of the Annual Rent, Additional Rent, Adjusted Annual Rent, and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under County, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions and understandings between County and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon County or Tenant unless reduced to writing and signed by them.

Section 14.02 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied, faxed, or emailed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopied, faxed or emailed if transmitted before 5:00 PM EST on a business day and on the next business day if transmitted after 5:00 PM EST or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: (561) 233-0217
Fax: (561) 233-0210

with a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: (561) 355-2225
Fax: (561) 355-4398

(b) If to the Tenant at:

Closter Farms, Inc.
One North Clematis Street, Suite 200
West Palm Beach, FL 33401
Telephone: 561-366-5100
Fax: 561-366-5180

Any party may from time to time change the address at which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 14.03 Disclosure of Beneficial Interest.

Tenant represents that simultaneously with Tenant's execution of this Lease, Tenant has executed and delivered to County, Tenant's Disclosure of Beneficial Interests attached hereto as Exhibit "C", attached hereto and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a five percent (5%) or greater beneficial interest in the ownership of Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a five percent (5%) or greater beneficial interest in the ownership of Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 14.02 of this Lease.

Section 14.04 Nongovernmental Entity Human Trafficking.

Tenant warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Tenant has executed Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein as Exhibit "D".

Section 14.05 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14.06 Broker's Commission.

Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The

foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

Section 14.07 Recording.

Tenant shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of County, which may be granted or withheld at County's sole discretion.

Section 14.08 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 14.09 Governing Law and Venue.

This Lease shall be governed by and interpreted according to the laws of the State of Florida. Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

Section 14.10 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

Section 14.11 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 14.12 Waiver, Accord, and Satisfaction.

The waiver by County of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by County to or of any act by Tenant requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant.

Section 14.13 Non-Exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.14 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 14.15 Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 14.16 Survival.

Notwithstanding any early termination of this Lease, Tenant shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Tenant hereunder arising prior to the date of such termination.

Section 14.17 No Third-Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of Palm Beach County or employees of County or Tenant.

Section 14.18 Access and Audits.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Tenant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 14.19 Effective Date of Lease.

This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

Section 14.20 Public Entity Crimes.

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

Section 14.21 Headings.

The paragraph headings or captions appearing in this Lease are for convenience only, are not part of this Lease, and are not to be considered in interpreting this Lease.

Section 14.22 Condemnation.

If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall

remain liable for all matters arising under this lease prior to such termination. In the event of a partial taking, Annual Rent shall be reduced on a pro-rata basis. In the event of a temporary taking, Annual Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Annual Rent shall be restored to the Annual Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

Section 14.23 Independent Contractor Relationship

The Tenant is, and shall be, in the performance of all work services and activities under this Lease, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Lease shall at all times, and in all places, be subject to the Tenant’s sole direction, supervision, and control. The Tenant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Tenant’s relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County. The Tenant does not have the power or authority to bind the County in any promise, agreement or representation.

Section 14.24 Interactions with County Staff.

In all interactions with County staff, Tenant and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Lease and may result in termination of this Lease.

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***SIGNATURE PAGE to LEASE AGREEMENT between PALM BEACH COUNTY
and CLOSTER FARMS, INC.***

IN WITNESS WHEREOF, the Parties hereto have duly executed this Lease as of the day and year first above written.

Signed and delivered in the presence of:

WITNESS:

TENANT:

CLOSTER FARMS, INC., a
Florida corporation

Witness Signature

By: _____

Print Witness Name

Print Name: _____

Witness Signature

Print Title: _____

Print Witness Name

(SEAL)

***SIGNATURE PAGE to LEASE AGREEMENT between PALM BEACH COUNTY
and CLOSTER FARMS, INC.***

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: _____
Department Director

EXHIBIT "A"

THE "PREMISES"

TRACT 28, PLAT OF THE SUBDIVISION OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA, FOR PELICAN BAY LAND COMPANY, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 7, PAGE 16, LESS THE NORTH 20± FEET THEREOF FOR LATERAL #7 AND LESS THE EAST 65± FEET THEREOF FOR THE EVERGLADES DRAINAGE DISTRICT LEVEE.

PCN: 00-37-42-30-01-000-0280

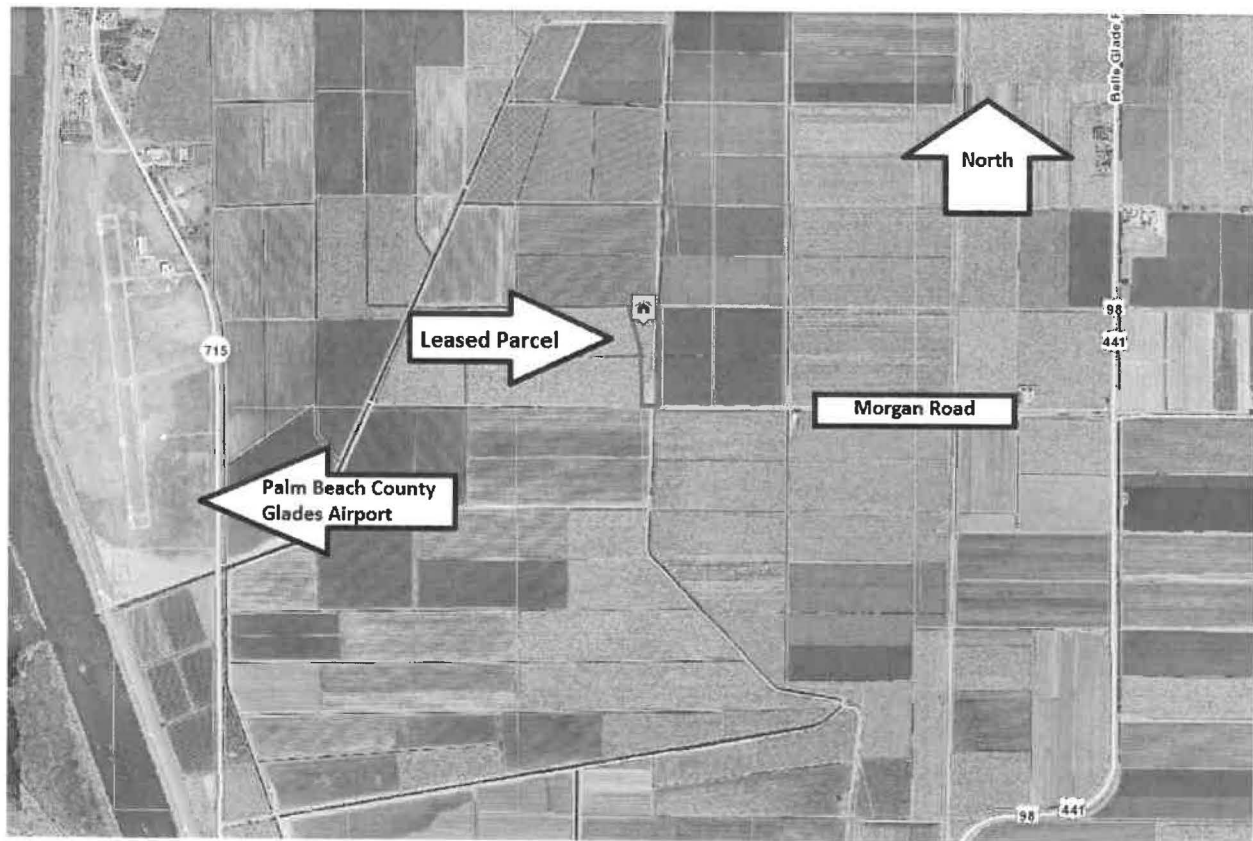


EXHIBIT “B”

EXOTIC PEST PLANTS

Melaleuca	Melaleuca quinquenervia
Brazilian Pepper	Schinus terebinthifolius
Australian Pine	Causarina Spp.
Earleaf Acacia	Acacia auriculiformia

And any other plant the County from time to time so designates.

EXHIBIT "C"

DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the _____ (position - i.e. president, partner, trustee) of _____ (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Tenant") which entity is the lessee of the real property legally described on the attached Exhibit "1" (the "Property").

2. Affiant's address is: _____
_____.

3. Attached hereto, and made a part hereof, as Exhibit "2" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Tenant and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant

Print Affiant Name: _____

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of _____, 20____, by _____ [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Notary Public, State of Florida

(Print Notary Name)

My Commission Expires: _____

EXHIBIT "1" to DISCLOSURE OF BENEFICIAL INTERESTS

PROPERTY

TRACT 28, PLAT OF THE SUBDIVISION OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA, FOR PELICAN BAY LAND COMPANY, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 7, PAGE 16, LESS THE NORTH 20± FEET THEREOF FOR LATERAL #7 AND LESS THE EAST 65± FEET THEREOF FOR THE EVERGLADES DRAINAGE DISTRICT LEVEE.

PCN: 00-37-42-30-01-000-0280

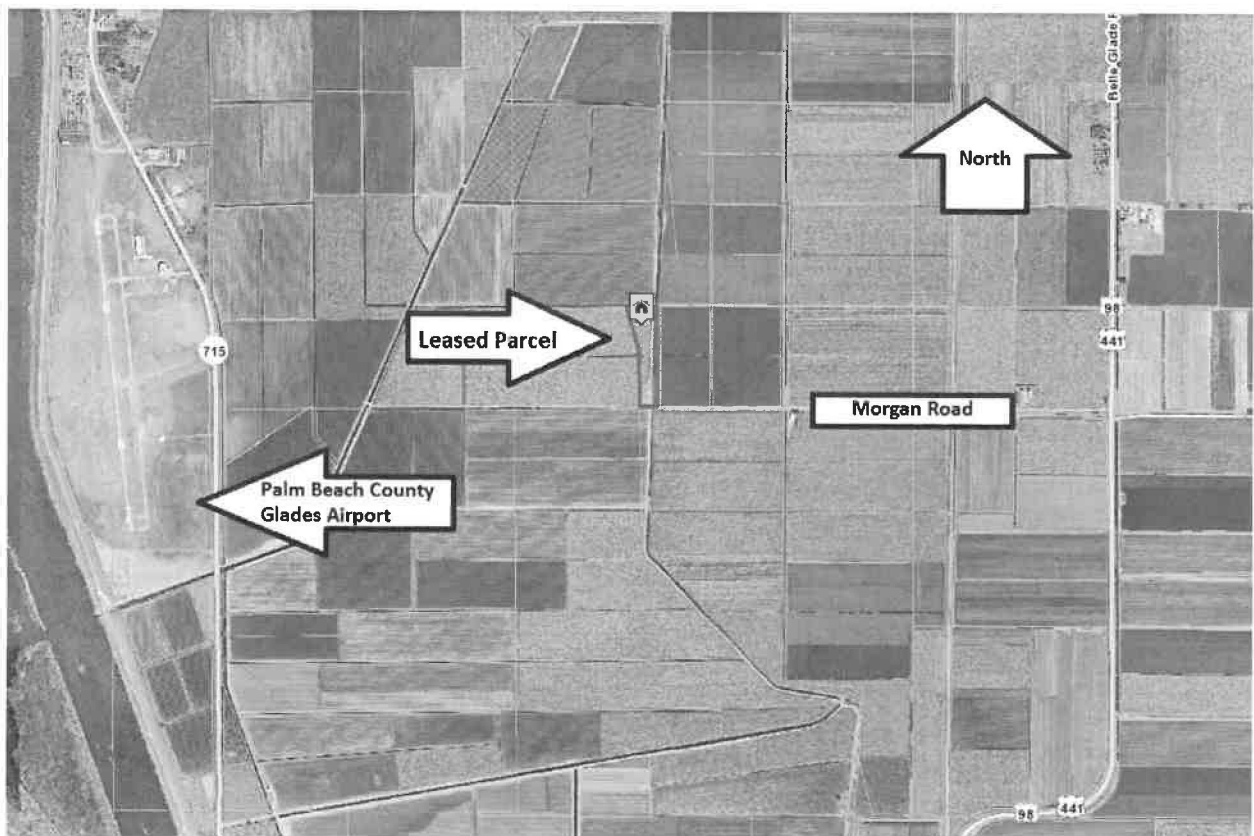


EXHIBIT “2” to DISCLOSURE OF BENEFICIAL INTERESTS

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Tenant is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Tenant must identify individual owners. If, by way of example, Tenant is wholly or partially owned by another entity, such as a corporation, Tenant must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME _____

ADDRESS

PERCENTAGE OF INTEREST

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

EXHIBIT “D”

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
[Fla. Stat. §787.06(13)]

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, _____, am an officer or representative of **CLOSTER FARMS, INC., a Florida Corporation** (Company), and attest that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

CLOSTER FARMS, INC.,
A Florida Corporation

By: _____

Print Name: _____

Print Title: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this, ____ day of _____, 2024, by _____, the _____ of _____, a _____, who ☐ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

Notary Public, State of Florida

Print Notary Name: _____

My Commission Expires: _____

ATTACHMENT #3 LEASE AGREEMENT (2 @ 27 pages)

LEASE AGREEMENT

between

**PALM BEACH COUNTY
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**

(County)

and

**CLOSTER FARMS, INC.,
A Florida corporation**

(Tenant)

LEASE AGREEMENT

THIS LEASE made and entered into _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, ("County") and **CLOSTER FARMS, INC.**, a Florida corporation, (EIN: # 590927006) ("Tenant") ("County" and "Tenant" collectively referred to as the "Parties").

W I T N E S S E T H:

WHEREAS, County is the owner of certain real property as more specifically described hereinafter which Tenant desires to lease from County; and

WHEREAS, Tenant has leased this property since 1995 and desires to continue to lease said property for use in the farming of sugarcane; and

WHEREAS, County is willing to lease such property to Tenant for such use;

NOW THEREFORE, in consideration of the rents, covenants, and agreements hereinafter reserved and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE I BASIC LEASE PROVISIONS

Section 1.01 Premises.

County hereby demises and leases to the Tenant, and Tenant rents from County, the real property legally described in Exhibit "A" attached hereto and made a part hereof, together with all improvements located thereon (the "Premises").

Section 1.02 Length of Term and Commencement Date.

The term of this Lease shall commence on April 1, 2025, (the "Commencement Date") and shall extend for a period of ten (10) years thereafter (the "Term"), unless sooner terminated pursuant to the provisions of this Lease.

Section 1.03 Security Deposit.

Upon the Effective Date of this Lease, Tenant shall deliver to County a security deposit in the amount of Five Thousand and no/100 Dollars (\$5,000) as security for the full, faithful and timely performance of each and every term, covenant and condition to be performed by Tenant under this Lease ("Security Deposit"). The Security Deposit may be commingled with other funds of County, and County shall have no liability for the accrual or payment of any interest thereon. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then County, at its option, may appropriate and apply said Security Deposit, or so much thereof as County may deem necessary, to compensate the County for all loss or damage sustained or suffered by County due to such default or failure on the part of Tenant. In no event shall the amount of said Security Deposit be deemed to limit Tenant's liability under this Lease. Should any portion of the Security Deposit be so appropriated and applied by County, then Tenant shall, upon the demand of County, forthwith remit to County a sufficient amount in cash to restore said Security Deposit to the original sum deposited. Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a default of this Lease. Should Tenant comply with all of the terms, covenants and conditions of this Lease and promptly pay all of the Annual Rent and Additional Rent herein provided for as it becomes due, and all other sums payable by Tenant to County hereunder, and the Premises are surrendered to County in the condition required by this Lease, then the Security Deposit shall be returned in full to Tenant within thirty (30) days of the expiration of this Lease.

ARTICLE II RENT

Section 2.01 Annual Rent.

Tenant shall pay County an initial annual rent in the amount of \$4,015.00 (\$550.00 per acre) on the Commencement Date (the "Annual Rent"). On each subsequent anniversary of the Commencement Date during the Term of this Lease (each a "Lease Year"), the Annual Rent shall be adjusted as calculated in accordance with Section 2.02 of this Lease. Rent shall be paid in advance without demand, setoff, or deduction. Annual Rent shall be made payable to the Palm Beach County Board of County Commissioners and shall be delivered to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402.

Section 2.02 Annual Adjustment to Annual Rent

Upon the first anniversary of the Commencement Date, and upon each anniversary thereafter during the Term of this Lease, Tenant shall pay County the greater of the Annual Rent for the prior lease year or the Adjusted Annual Rent as determined by application of the following formula:

Using the Producer Price Index for raw cane sugar and sugar cane mill products and by-products (the "PPI") published by the United States Department of Labor, County shall divide the PPI published the February immediately preceding the current anniversary of the Commencement Date by the PPI published in February of 2025 to arrive at a multiplier (the "PPI Multiplier"). County shall then multiply the PPI Multiplier by \$4,015.00 to arrive at the Adjusted Annual Rent. If the Adjusted Annual Rent is greater than the Annual Rent for the prior lease year, the Tenant shall pay the Adjusted Annual Rent upon receipt of invoice by County. If the Adjusted Annual Rent is less than the Annual Rent for the prior lease year, Tenant shall pay County the Annual Rent for the prior lease year upon receipt of invoice by County.

By way of example, the Adjusted Annual Rent for the Lease Year commencing April 1, 2026, will be calculated as follows:

PPI published in February 2026

PPI published in February 2025 = PPI Multiplier

PPI Multiplier x \$4,015.00 = Adjusted Annual Rent

In the event that the PPI ceases to be published during the Term of this Lease, or if a substantial change is made in the method of establishing or computing the PPI, then the determination of the adjustment in the Annual Rent shall be made with the use of such conversion factor, formula or table as may be published by the United States Department of Labor and having applicability to sugar cane production, or if none is available, by any other nationally recognized publisher of similar statistical information chosen by the County. The Adjusted Annual Rent shall be calculated using the same method as set forth above. In no event shall Tenant pay less than the Annual Rent for the prior lease year.

Section 2.03 Additional Rent.

This Lease shall be "triple net" to County, it being understood by the Parties that County shall receive all rents payable hereunder free and clear of any and all impositions, taxes, liens, charges, and expense of any nature whatsoever relating to ownership or operation of the Premises, including without limitation those relating to taxes, if any, insurance, repair, maintenance, use, care, or operation.

Any and all sums of money or charges required to be paid by Tenant under this Lease other than the Annual Rent shall be considered "Additional Rent", whether or not

the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Tenant of all Additional Rent as are available to County with regards to Annual Rent.

Section 2.04 Sales, Use, and Rent, Taxes, Assessments, Ad Valorem, Real and Personal Property Taxes.

Tenant shall pay all sales, use or rent taxes assessed by any governmental authority against the Annual Rent and/or Additional Rent, if any, even if such tax and statute or ordinance is intended to impose such tax against County. Tenant shall pay before delinquency all ad valorem and non-ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Premises, Tenant's leasehold interest in the Premises or Tenant's Alterations and personal property located on the Premises.

Section 2.05 Unpaid Fees, Holdover.

In the event Tenant fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Lease within ten (10) days after same shall become due and payable, interest at the rate of one and one-half percent (1.5%) per month (or the highest rated permitted by law if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by County. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, County shall not be prevented from terminating this Lease for default in the payment of rentals, fees, charges, and payments due to County pursuant to this Lease or from enforcing any other provisions contained herein or implied by law.

In the event Tenant shall holdover, refuse or fail to relinquish possession of the Premises at the expiration or termination of this Lease, Tenant shall be liable to County for any and all damages, and in addition thereto, Tenant shall also be strictly liable to pay to County during the entire period of such holdover, double rental, as provided for in Section 83.06, Florida Statutes.

Section 2.06 Accord and Satisfaction.

In the event Tenant pays any amount that is less than the amount stipulated to be paid under this Lease, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Lease or under the law.

ARTICLE III CONDITION OF LEASED PREMISES, ALTERATIONS

Section 3.01 Acceptance of Premises by Tenant.

Tenant certifies that Tenant has been in possession of the Premises pursuant to a lease since 1995, has inspected the Premises, and accepts same "As Is", in its existing condition, as of the Commencement Date, together with all defects, latent or patent, if any, and subject to all easements, encumbrances, restrictions and matters of record. Tenant further acknowledges that County has made no warranties or representations of any nature whatsoever regarding the Premises including, without limitation, any relating to the physical condition of the Premises or any improvements or equipment located thereon, or the suitability of the Premises or any improvements for Tenant's intended use of the Premises. No repair work, alterations, or remodeling of the Premises is required to be done by County as a condition of this Lease. Tenant agrees to perform any and all work at its own cost and expense which is necessary to fully equip and maintain the Premises for the lawful use of the Premises by Tenant as specified in Section 4.01 of this Lease.

COUNTY HEREBY DISCLAIMS, AND TENANT HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY TENANT, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS LEASE INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE, OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF TENANT OR TENANT'S BUSINESS INVITEES THAT MIGHT BE LOCATED OR STORED ON THE LEASED PREMISES, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS CAUSED BY COUNTY'S SOLE NEGLIGENCE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LEASING OF THE LEASED PREMISES PURSUANT TO THIS LEASE. TENANT ACKNOWLEDGES THAT THIS SECTION 3.01 IS INTENDED TO AND SHALL BE DEEMED TO CONSTITUTE AN AGREEMENT IN WRITING ELIMINATING ANY DUTY OR OBLIGATION IMPOSED UPON COUNTY BY STATUTE OR OTHERWISE RELATING TO THE INSPECTION, MAINTENANCE OR REPAIR OF, OR THE CONDITION OF, THE PREMISES.

Section 3.02 Tenant's Work.

Tenant shall be solely responsible for any and all improvements, repairs, alterations or other work necessary to render the Premises suitable for Tenant's intended use. Tenant shall design and construct such improvements at Tenant's sole cost and expense, in accordance with the requirements of this Lease and in full compliance with applicable building codes and zoning regulations. All of Tenant's construction and improvements shall be made and performed in a good and workmanlike manner and shall be diligently performed to completion.

Section 3.03 Alterations.

Tenant shall not make any improvements, additions, modifications or alterations to the Premises costing in excess of \$25,000 (hereinafter collectively referred to as "Alterations"), without the prior written consent of County in each instance, which may be withheld in the County's sole and absolute discretion. Tenant shall submit detailed plans and specifications for all such Alterations to County for County's written approval prior to commencing work on same. Tenant agrees and acknowledges that all work performed to the Premises, whether pursuant to this Section or otherwise, shall be performed and accomplished solely for the benefit of Tenant, and not for the benefit of County, such work being nevertheless subject to each and every provision of this Lease. All work done by Tenant shall be done in a good and workmanlike manner and shall be diligently pursued to completion strictly in accordance with the approved plans and specifications therefor. At the end of the Lease, Tenant may remove any items installed by Tenant, and restore the Premises to the condition in which it existed before such items were installed. All Alterations to the Premises that are not removed by Tenant shall become the property of County upon termination or expiration of this Lease.

Section 3.04 Construction Bonds.

Tenant shall ensure that all improvements are constructed to completion in accordance with the approved plans therefor and that all persons or entities performing work or providing materials relating to such improvements including, without limitation, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Tenant, at its sole cost and expense, shall cause to be made, executed and delivered to County prior to commencement of any improvements to the Tenant's Premises, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Tenant of its obligations

arising hereunder.

Section 3.05 Contractor Requirements.

Tenant shall also require contractors to furnish for the benefit of County a payment and performance bond to County equal to the cost of the improvements and in the form required under Section 255.05, Florida Statutes. Tenant shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, commercial general liability insurance, commercial automobile insurance, and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as County may reasonably require. County may require additional insurance for any Alterations or improvements approved hereunder, in such amount as County reasonable determines to be necessary.

Section 3.06 No Liens.

Tenant covenants and agrees that nothing contained in this Lease shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida, it being expressly understood that County's estate shall not be subject to such liability. Tenant shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Tenant of this provision of this Lease. If so requested by County, Tenant shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida stating that County's interest shall not be subject to liens for improvements made by Tenant. In the event that a construction lien is filed against the Tenant's Premises or other County property in connection with any work performed by or on behalf of Tenant, Tenant shall satisfy such claim, or transfer same to security, within ten (10) days from the date of filing. In the event that Tenant fails to satisfy or transfer such claim within said ten (10) day period, County may do so and thereafter charge Tenant, and Tenant shall promptly pay to County upon demand, as Additional Rent, all costs incurred by County in connection with the satisfaction or transfer of such claim, including attorney's fees. Further, Tenant agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

ARTICLE IV CONDUCT OF BUSINESS AND USE OF PREMISES BY TENANT

Section 4.01 Use.

Tenant shall use and occupy the Premises solely and exclusively for the farming of sugarcane. Tenant shall not use, permit, or suffer the use of the Premises for any other use, business, or purpose whatsoever without the prior written consent of County, which consent may be granted or withheld in County's sole discretion. Within ninety (90) days after the Effective Date, Tenant shall implement, and provide to County, a Best Management Practices (BMP) plan as required by the Everglades Forever Act for the Premises. The BMP plan shall be in accord with the permitted uses.

The BMP currently being implemented on the Tenant's adjoining leased property with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Lease Number 3420, as amended, may be acceptable to County; provided, however, the current BMP complies with the requirements as set forth in the Everglades Forever Act for the Premises and said BMP is approved for use on the Premises by the appropriate agency as provided by law.

The Premises shall be operated in accordance with the BMP plan. Tenant will not use or permit any use or entry upon the Premises for any other purpose.

In addition, during the Lease Term, Tenant shall prevent the infestation of those certain species of vegetation set forth in Exhibit "B" attached hereto and by reference made a part hereof ("Exotic Pest Plants"). Tenant shall not cut or remove any standing green

timber from the Premises except for Exotic Pest Plants or trees planted by Tenant, or alter the flow of hydrology, without written approval of the County Administrator or his/her designee.

Section 4.02 Waste or Nuisance.

Tenant shall not commit or suffer to be committed any waste upon the Premises, commit or permit the maintenance or commission of any nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect County's fee interest in the Premises or which results in an unsightly condition. All refuse is to be removed from the Premises at Tenant's sole cost and expense and Tenant will keep such refuse in proper fireproof containers on the interior of the Premises until removed. Tenant will keep the access to the Premises, the parking areas and other contiguous areas to the Premises free and clear of obstruction. Tenant, at its sole cost and expense, will keep the Premises free of rodents, vermin and other pests.

Section 4.03 Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all ordinances, laws, statutes and regulations promulgated thereunder of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Tenant or Tenant's use of the Premises, or the Premises generally. Tenant shall indemnify, defend and save County harmless from any and all penalties, fines, costs, expenses, suits, claims, or damages resulting from Tenant's failure to perform its obligations in this Section.

Section 4.04 Non-Discrimination.

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Tenant warrants and represents that throughout the term of the Lease, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Lease.

As a condition of entering into this Lease, the Tenant represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Tenant shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Tenant retaliate against any person for reporting instances of such discrimination. The Tenant shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Tenant understands and agrees that a material violation of this clause shall be considered a material breach of this Lease and may result in termination of this Lease, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Tenant shall include this language in its subcontracts.

Section 4.05 Surrender of Premises.

Upon termination or expiration of this Lease, Tenant, at its sole cost and expense, if so directed by County, shall remove Tenant's personal property, removable fixtures, equipment and Alterations from the Premises and shall surrender the Premises to the

County in the same condition the Premises were in as of the Commencement Date of this Lease, reasonable wear and tear excepted. Upon surrender of the Premises, title to any and all remaining improvements, Alterations or property within the Premises shall vest in County. Tenant shall turn over to County all keys and copies of all permits for the Premises.

Section 4.06 Hazardous Substance

Tenant shall not use, maintain, store or dispose of any contaminants including, but not limited to, Hazardous Materials or toxic substances, chemicals or other agents used or produced in Tenant's operations, on the Premises or any adjacent land in any manner not permitted by Environmental Laws. Furthermore, Tenant shall not cause or permit the Disposal of Hazardous Materials upon the Premises or upon adjacent lands and shall operate and occupy the Premises in compliance with all Environmental Laws. For purposes hereof, Hazardous Materials shall mean any hazardous or toxic substance, material, waste of any kind, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws. Disposal shall mean the release, storage, use, handling, discharge or disposal of such Hazardous Materials. Environmental Laws shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

Any Disposal of a Hazardous Material, whether by Tenant or any third party, shall be reported to County immediately upon the knowledge thereof by Tenant. Tenant shall be solely responsible for the entire cost of remediation and clean-up of any Hazardous Materials disposed of or discovered upon the Premises or emanating from the Premises onto adjacent lands, as a result of the use and occupancy of the Premises by Tenant, or Tenant's agents, licensees, invitees, subcontractors or employees.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs, which may arise directly, indirectly or proximately as a result of any violation of any Environmental Laws, the Disposal of any Hazardous Materials upon the Premises or violation of this provision. Tenants responsibility hereunder shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to alter or diminish any statutory or common law liability of Tenant.

Tenant acknowledges that County would not have entered into this Lease without the indemnification contained herein and acknowledges the receipt and sufficiency of separate good and valuable consideration for such indemnification. This provision shall survive expiration or termination of this Lease.

Section 4.07 Everglades Forever Act

Tenant acknowledges that the Premises is located in the Everglades Agricultural Area basin, as described in the Everglades Forever Act, Section 373.4592, Florida Statutes.

Accordingly, the Tenant agrees that:

(a) The Tenant shall grant the Everglades Agricultural Area Environmental Protection District personnel, or contracted representatives, unrestricted access to the Premises to take samples of the storm water being discharged, for water quality monitoring purposes.

(b) The Tenant shall grant the Everglades Agricultural Area Environmental Protection District personnel, or contracted representatives, unrestricted access to the Premises to inventory and survey the Premises' drainage systems (canals, gates, pumps).

Section 4.08 Pumps, Culverts, Motors and Other Related Improvements.

Tenant shall be responsible for the operation, maintenance, replacement and repairs of all pumps, risers, culverts, motors and other related improvements on or serving the Premises. Tenant shall maintain the improvements existing as of the Effective Date of this Lease or subsequently constructed or installed, including but not limited to, the pumps, culverts, risers, motors and other related improvements in substantially the same condition as of the Effective Date of this lease, reasonable wear and tear excepted.

Tenant hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, suits, judgments, loss, damage, fines or liability which may be incurred by County, including reasonable attorney's fees and costs at trial and on appeal which may arise directly, indirectly or proximately as a result of the operation or overall function of the pumps, risers, culverts, motors and other related improvements on or serving the Premises. Tenant's responsibility hereunder shall survive the expiration or termination of this Lease and shall continue and apply to any violation hereof, whether the same is discovered during the term hereof or otherwise. While this provision establishes contractual liability of Tenant, it shall not be deemed to eliminate or diminish any statutory or common law liability of Tenant. This provision shall survive the expiration or termination of this Lease.

**ARTICLE V
REPAIRS AND MAINTENANCE OF PREMISES****Section 5.01 Responsibility of County and Tenant.**

County shall not be obligated or required to make or conduct any maintenance or repairs whatsoever to the Premises. Tenant shall keep and maintain all portions of the Premises, and all Alterations or improvements currently existing or constructed hereinafter on or about the Premises, in good condition and repair, at Tenant's sole cost and expense.

Section 5.02 County's Right to Inspect.

County or County's agents shall have the right, upon reasonable prior notice to Tenant (except that no notice need be given in case of emergency) to enter the Premises for the purpose of inspection of the Premises and the improvements located thereon. Any such entrance into the Premises shall be conducted by County in a manner calculated to minimize interference with or disruption of Tenant's operations within the Premises.

**ARTICLE VI
UTILITIES**

Tenant shall be solely responsible for and promptly pay all costs and expenses relating to providing utility service to the Premises, including, without limitation, construction and connection charges and shall pay directly to the utility company or the provider of such service all charges and assessments for any utility services provided including, without limitation, water, sewer, gas, electricity, trash collection and removal or any other utility used or consumed on the Premises. In no event shall County be liable for an interruption or failure in the supply of any such utility to the Premises.

**ARTICLE VII
INSURANCE****Section 7.01 Insurance.**

Unless otherwise specified in this Lease, Tenant shall, at its sole expense, maintain in full force and effect at all times during the term of this Lease, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Tenant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Tenant under this Lease. Tenant shall cause any contractor or subcontractor performing

work within the Premises on behalf of Tenant to, at all times during the performance of such work, maintain in full force and effect insurance of the same type and amount as Tenant required herein.

Section 7.02 Commercial General Liability.

Tenant shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 each occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless approved by County's Risk Management Department. Tenant agrees this coverage shall be provided on a primary basis.

Section 7.03 Business Automobile Liability.

Tenant shall maintain Business Automobile Liability insurance at a limit of liability not less than \$1,000,000 each occurrence for all owned, non-owned and hired automobiles. In the event Tenant does not own any automobiles, the Business Automobile Liability requirement shall be amended allowing Tenant to maintain only Hired & Non-Owned Auto Liability. Any amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Automobile coverage form. This coverage shall be provided on a primary basis.

Section 7.04 Workers' Compensation & Employers Liability.

Tenant shall maintain Workers' Compensation & Employers Liability in accordance with Chapter 440, Florida Statutes, and applicable Federal Acts. Tenant shall ensure such coverage is provided on a primary basis.

Section 7.05 Pollution Liability/Environmental Impairment Liability.

Tenant shall maintain Pollution Liability or equivalent Environmental Impairment Liability at a minimum limit of not less than One Million Dollars (\$1,000,000) per occurrence providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs. When a self-insured retention or deductible amount exceeds Ten Thousand Dollars (\$10,000), County reserves the right, but not the obligation, to review and request a copy of the most recent annual report or audited financial statements in evaluating successful bidder's acceptability of a higher self-insured retention or deductible in relationship to successful bidder's financial condition

Section 7.06 Additional Insured Endorsement.

Tenant shall cause each liability insurance policy required to be maintained by Tenant to be endorsed to add the County as an Additional Insured on, except for Workers' Compensation and Business Auto Liability. The CG 2011 Additional Insured - Managers or Lessors of Premises or CG 2026 Additional Insured - Designated Person or Organization endorsements, or their equivalent, shall be used to endorse the Commercial General Liability policy. The standard Additional Insured endorsement offered by the insurer shall be used to endorse the other policies, when required. Tenant shall ensure the Additional Insured endorsements provide coverage on a primary basis. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605.

Section 7.07 Certificate of Insurance.

Immediately following Tenant's execution of this Lease, Tenant will deliver to EBIX, County's authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by Tenant under this Section. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Palm Beach County Board of County Commissioners
Insurance Compliance
c/o EBIX, Inc.
PO Box 100085- DX
Duluth, GA 30096
pbcounty@ebix.com

Subsequently, Tenant shall, during the term of the Lease, and prior to each renewal thereof, provide such evidence to EBIX, which is Palm Beach County's insurance management system. The Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate(s) of Insurance should reference in the "CERTIFICATE HOLDER" box (ACORD FORM): Palm Beach County BOCC, Property & Real Estate Management, Attention Director, 2633 Vista Parkway, West Palm Beach, FL 33411-5605. In the event coverage is cancelled or not renewed during the life of this Lease, Tenant shall furnish thirty (30) days prior to, but in no case later than the expiration of such insurance, a new certificate of insurance evidencing replacement coverage. Should Tenant fail to maintain the insurance required herein, the County shall have the right, but not the obligation, to purchase or maintain said insurance, and Tenant shall promptly pay as Additional Rent, upon demand from County, all premiums and expenses incurred by County.

Section 7.08 Waiver of Subrogation.

Tenant hereby agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Tenant shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Tenant enter into such an agreement on a pre-loss basis.

Section 7.09 Premiums and Proceeds.

Tenant shall not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by any condition, provision or limitation of the property, flood, or wind insurance policies. Tenant shall be responsible for all premiums, including increases, for all insurance policies required by this Lease. All property, flood or windstorm insurance proceeds as a result of a loss shall be made available for use to promptly replace, repair or rebuild the buildings, betterments and improvements, including those made by or on behalf of Tenant, in order to ensure a replacement cost settlement and avoid policy cancellation.

Section 7.10 Deductibles, Coinsurance, and Self-Insured Retention.

Tenant shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy terms.

Section 7.11 Right to Review, Reject, or Adjust Insurance.

The County's Risk Management Department, shall have the right, but not the obligation, to review, adjust, reject or accept insurance policies, limits, coverages, or endorsements throughout the life of this Lease. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or by way of illegal operation. The County shall provide Tenant written notice of such action, and Tenant shall agree to cure or comply with such action within thirty (30) days receipt thereof.

Section 7.12 No Representation of Coverage Adequacy.

The limits, coverages, or endorsements identified herein primarily transfer risk and

minimize liability for County, and Tenant agrees not to rely upon such requirements when assessing risk or determining appropriate types or limits of coverage to protect Tenant against any loss exposures, whether as a result of this Lease or otherwise.

Section 7.13 Insurance for Special Events and Outside Persons/Groups.

Excluding County or its affiliates, when Tenant permits or schedules the use of the Premises for a special event or outside persons/groups, Tenant shall require the special event or outside person/group to maintain Commercial General Liability, as described in Section 7.01, with limits of liability not less than \$1,000,000. Tenant shall ensure that County and Tenant are named as Additional Insured under such policy, as described in Section 7.04. Tenant shall obtain and, when requested by the County, furnish copies of certificates of insurance evidencing such coverage for the special event or outside person/group.

Section 7.14 Umbrella or Excess Liability.

If necessary, Tenant may satisfy the minimum limits required above for either Commercial General Liability, Business Automobile Liability, and/or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Automobile Liability, or Employer's Liability. County shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**ARTICLE VIII
INDEMNIFICATION**

Tenant shall indemnify, defend, and save harmless the County from and against any and all claims, suits, actions, damages and/or causes of action arising during the Term of this Agreement for any personal injury, loss of life, environmental contamination, and/or damage to property sustained in or about the Leased Area by reason, during, or as a result of the use and occupancy of the Leased Area by the Tenant, its agents, employees, licensees, and invitees, and the general public, and from and against any orders, judgments, and/or decrees which may be entered thereon, and from and against all costs, attorney's fees, expenses and liabilities incurred in and about the defense of any such claim at trial or on appeal. In the event County shall be made a party to any litigation commenced against Tenant or by Tenant against any third party, then Tenant shall protect and hold County harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof. Tenant recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Agreement without Tenant's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida. This provision shall survive expiration or termination of this Agreement.

**ARTICLE IX
DESTRUCTION OF PREMISES, DAMAGE OR DESTRUCTION
BY FIRE, WAR OR ACT OF GOD**

In the event the Premises or any improvements thereon shall be destroyed or so damaged or injured by fire or other casualty during the Term of this Lease or any extension thereof, whereby the same shall be rendered untenable, in whole or in part then the Tenant shall, after review and approval by County of a restoration plan prepared by Tenant, commence restoration thereof within sixty (60) days and thereafter diligently pursue the restoration to completion. In the event Tenant fails to commence such restoration within sixty (60) days of such casualty and thereafter pursue such restoration to completion,

County shall be entitled to retain all insurance proceeds received by County on account of such casualty.

ARTICLE X ASSIGNMENT AND SUBLETTING

Tenant may not assign, mortgage, pledge or encumber this Lease in whole or in part, nor sublet or rent all or any portion of the Premises nor grant any easements affecting the Premises, without prior written consent of County, which may be granted or withheld at County's absolute discretion. Any attempted assignment, mortgage, pledge, encumbrance or subletting without such consent shall be null and void, without legal effect and shall constitute a breach of this Lease. This provision shall be construed to include a prohibition against any assignment, mortgage, pledge, encumbrance, or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

ARTICLE XI DEFAULT

Section 11.01 Default by Tenant.

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease:

- (a) The vacating or abandonment of the Premises by Tenant.
- (b) The failure by Tenant to make payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from County to Tenant.
- (c) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice thereof from County to Tenant provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.
- (d) (i) The making by Tenant or any guarantor hereof of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.
- (e) The discovery by County that any information given to County by Tenant relating to this Lease was materially false.

Section 11.02 Default by County.

County shall not be in default unless County fails to perform obligations required of County within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to County, specifying wherein County has failed to perform such obligations; provided, however, that if the nature of County's obligations is such that more than thirty (30) days are required for performance then County shall not be in default if County commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

Section 11.03 Remedies.

In the event of Default by Tenant, County may at any time thereafter, with or without notice or demand and without limiting any other right or remedy which County may have under the law by reason of such default or breach, elect to exercise any one of the following remedies:

(a) Declare the entire rent for the balance of the Lease term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof.

(b) Terminate Tenant's right to possession of the Premises by any lawful means and reenter and retake possession of the Premises for the account of Tenant, in which case the rent and other sums due hereunder shall be accelerated and due in full and Tenant shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what County is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by Tenant. Upon such reletting, all rentals received by County shall be applied, first to the payment of any indebtedness other than rent due hereunder from Tenant; second, to the payment of any costs and expenses of such reletting, which shall include all damages incurred by County due to Tenant's default including, but not limited to, the cost of recovering possession of the Premises including attorney's fees, expenses relating to the renovation or alteration of the Premises and real estate commissions paid by County relating to the unexpired term of this Lease; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be paid to Tenant.

(c) Treat this Lease as terminated and reenter and retake possession of the Premises for the account of County, thereby terminating any further liability under this Lease on the part of Tenant and County. Notwithstanding the foregoing, County shall have a cause of action to recover any rent remaining unpaid when County retakes possession of the Premises for the account of County.

(d) Stand by and do nothing, holding Tenant liable for the rent as it comes due.

(e) Pursue any other remedy now or hereafter available to County under the laws and judicial decisions of the State of Florida.

Notwithstanding anything in this Lease to the contrary, County reserves all rights which the laws of the State of Florida confer upon a landlord against a Tenant in default.

ARTICLE XII AVAILABILITY OF FUNDS

Section 12.01 Annual Budgetary Funding/Cancellation.

This Lease and all obligations of County hereunder are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners. Notwithstanding anything in this Lease to the contrary, County may cancel or terminate this Lease for any reason upon twelve (12) months' prior written notice to Tenant, with extensions to allow the harvesting of any annual crop planted prior to the date upon which such cancellation/termination notice is given.

Section 12.02 Suspension.

In the event of an emergency, whether declared by County, State of Florida or the Federal Government, County may cancel or suspend the Lease, on one (1) day notice, on up to 100 acres of the Premises, or the entire Premises if less than 100 acres. In the event of a cancellation or suspension per this paragraph, County will refund the Tenant for any

prepaid rent, prorated based on time and the percentage of the Premises affected. A Lease suspension will be not less than six (6), nor more than twelve (12) months. In the event of a cancellation or suspension per this paragraph, Tenant will be compensated by County for any crops and/or improvements damaged as of the suspension/cancellation date, based on an independent appraisal by a County-approved, County hired, County paid and state licensed appraiser that considers the crop and wholesale prices thereof, expenses incurred by the Tenant for the crop and/or improvements up to the date of suspension or cancellation and other factors that the appraiser deems relevant. The appraisal will be subject to approval by the Federal Emergency Management Agency (FEMA). If a suspension extends beyond one crop cycle, County will compensate Tenant for lost profits similarly determined for any additional crop cycle into which the suspension period extends. In the event of a cancellation per this paragraph such compensation shall be limited to the crop cycle in which the cancellation occurs. At the end of any suspension period, County will either (i) restore the Premises, excluding restoration of any crops affected by the suspension, to its pre-suspension condition or better, and the Lease will resume, or (ii) cancel the Lease per Section 12.01.

ARTICLE XIII QUIET ENJOYMENT

Upon payment by Tenant of the Annual Rent, Additional Rent, Adjusted Annual Rent, and other charges herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term hereby demised without hindrance or interruption by County or any other person or persons lawfully or equitably claiming by, through or under County, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XIV MISCELLANEOUS

Section 14.01 Entire Agreement.

This Lease and any Exhibits attached hereto constitute all agreements, conditions and understandings between County and Tenant concerning the Premises. All representations, either oral or written, shall be deemed to be merged into this Lease. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Lease shall be binding upon County or Tenant unless reduced to writing and signed by them.

Section 14.02 Notices.

All notices, consents, approvals, and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied, faxed, or emailed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if telecopied, faxed or emailed if transmitted before 5:00 PM EST on a business day and on the next business day if transmitted after 5:00 PM EST or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

- (a) If to the County at:

Property and Real Estate Management Division
Attention: Director
2633 Vista Parkway
West Palm Beach, Florida 33411-5605
Telephone: (561) 233-0217
Fax: (561) 233-0210

with a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401
Telephone: (561) 355-2225
Fax: (561) 355-4398

(b) If to the Tenant at:

Closter Farms, Inc.
One North Clematis Street, Suite 200
West Palm Beach, FL 33401
Telephone: 561-366-5100
Fax: 561-366-5180

Any party may from time to time change the address at which notice under this Lease shall be given such party, upon three (3) days prior written notice to the other parties.

Section 14.03 Disclosure of Beneficial Interest.

Tenant represents that simultaneously with Tenant's execution of this Lease, Tenant has executed and delivered to County, Tenant's Disclosure of Beneficial Interests attached hereto as Exhibit "C", attached hereto and made a part hereof, (the "Disclosure") disclosing the name and address of every person or entity having a five percent (5%) or greater beneficial interest in the ownership of Tenant. Tenant warrants that in the event there are any changes to the names and addresses of the persons or entities having a five percent (5%) or greater beneficial interest in the ownership of Tenant after the date of execution of the Disclosure until the Effective Date of the Lease, Tenant shall immediately, and in every instance, provide written notification of such change to the County pursuant to Section 14.02 of this Lease.

Section 14.04 Nongovernmental Entity Human Trafficking.

Tenant warrants and represents that it does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Tenant has executed Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein as Exhibit "D".

Section 14.05 Severability.

If any term of this Lease or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 14.06 Broker's Commission.

Tenant represents and warrants that Tenant has not dealt with any real estate salesperson, agent, finder or broker in connection with this Lease and further agrees to indemnify, defend and hold harmless County from and against any claims or demands of any such salesperson, agent, finder or broker claiming to have dealt with Tenant. The

foregoing indemnification shall include all costs, expenses and fees, including reasonable attorney's fees at trial and all appellate levels, expended or incurred in the defense of any such claim or demand.

Section 14.07 Recording.

Tenant shall not record this Lease, or any memorandum or short form thereof, without the written consent and joinder of County, which may be granted or withheld at County's sole discretion.

Section 14.08 Waiver of Jury Trial.

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTER CLAIMS, BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER, IN CONNECTION WITH THIS LEASE.

Section 14.09 Governing Law and Venue.

This Lease shall be governed by and interpreted according to the laws of the State of Florida. Venue shall be in a State court of competent jurisdiction in Palm Beach County, Florida.

Section 14.10 Radon.

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from County's public health unit.

Section 14.11 Time of Essence.

Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

Section 14.12 Waiver, Accord, and Satisfaction.

The waiver by County of any default of any term, condition or covenant herein contained shall not be a waiver of such term, condition, or covenant, or any subsequent default of the same or any other term, condition or covenant herein contained. The consent or approval by County to or of any act by Tenant requiring County's consent or approval shall not be deemed to waive or render unnecessary County's consent to or approval of any subsequent similar act by Tenant.

Section 14.13 Non-Exclusivity of Remedies.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 14.14 Construction.

No party shall be considered the author of this Lease since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Lease shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease and the same shall remain in full force and effect.

Section 14.15 Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Lease by reference.

Section 14.16 Survival.

Notwithstanding any early termination of this Lease, Tenant shall remain obligated hereunder to perform any duty, covenant or obligation imposed upon Tenant hereunder arising prior to the date of such termination.

Section 14.17 No Third-Party Beneficiary.

No provision of this Lease is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Lease, including but not limited to any citizens of Palm Beach County or employees of County or Tenant.

Section 14.18 Access and Audits.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Tenant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 14.19 Effective Date of Lease.

This Lease is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

Section 14.20 Public Entity Crimes.

As provided in Section 287.132-133, Florida Statutes, a person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. By entering into this Lease or performing any work in furtherance hereof, Tenant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

Section 14.21 Headings.

The paragraph headings or captions appearing in this Lease are for convenience only, are not part of this Lease, and are not to be considered in interpreting this Lease.

Section 14.22 Condemnation.

If the Premises, or any part thereof, or any improvements thereto, shall be taken, appropriated or condemned by exercise of the power of eminent domain, or conveyed or transferred pursuant to an agreement in lieu of condemnation, County shall be entitled to the entire award therefor, including, without limitation, any award relating to both Tenant's leasehold estate and County's reversionary interest in the fee simple estate, without deduction, claim or setoff for any present or future estate of Tenant. Tenant hereby assigns and relinquishes to County all right, title and interest in such award and shall execute all documents required to evidence such result. Notwithstanding the foregoing, Tenant shall be entitled to pursue in such condemnation proceeding such award as may be allowed for moving expenses, business damages, and value of any crops. In the event of a total taking of the Premises, the rent shall be prorated to, and this Lease shall terminate upon, the date title vests in the condemning authority. Notwithstanding such termination, Tenant shall

remain liable for all matters arising under this lease prior to such termination. In the event of a partial taking, Annual Rent shall be reduced on a pro-rata basis. In the event of a temporary taking, Annual Rent shall be abated on a pro rata basis for the period of time Tenant is unable to use the portion of the Premises temporarily taken. After such period, Annual Rent shall be restored to the Annual Rent which would have been then due without regard to such taking. County shall have no obligation to restore the Premises improvements or otherwise perform any work upon same as a result of any such taking.

Section 14.23 Independent Contractor Relationship

The Tenant is, and shall be, in the performance of all work services and activities under this Lease, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Lease shall at all times, and in all places, be subject to the Tenant's sole direction, supervision, and control. The Tenant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Tenant's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County. The Tenant does not have the power or authority to bind the County in any promise, agreement or representation.

Section 14.24 Interactions with County Staff.

In all interactions with County staff, Tenant and its employees will conduct themselves in a professional manner at all times and treat County staff with respect and dignity. Use of offensive and demeaning language will not be tolerated. Failure to comply with this requirement will be considered a default under this Lease and may result in termination of this Lease.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

***SIGNATURE PAGE to LEASE AGREEMENT between PALM BEACH COUNTY
and CLOSTER FARMS, INC.***

IN WITNESS WHEREOF, the Parties hereto have duly executed this Lease as of the day and year first above written.

Signed and delivered in the presence of:

WITNESS:

TENANT:

CLOSTER FARMS, INC., a
Florida corporation

Witness Signature

By: _____

Print Witness Name

Print Name:_____

Witness Signature

Print Title: _____

Print Witness Name

(SEAL)

***SIGNATURE PAGE to LEASE AGREEMENT between PALM BEACH COUNTY
and CLOSTER FARMS, INC.***

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Assistant County Attorney

By: _____
Department Director

EXHIBIT "A"

THE "PREMISES"

TRACT 28, PLAT OF THE SUBDIVISION OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA, FOR PELICAN BAY LAND COMPANY, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 7, PAGE 16, LESS THE NORTH 20± FEET THEREOF FOR LATERAL #7 AND LESS THE EAST 65± FEET THEREOF FOR THE EVERGLADES DRAINAGE DISTRICT LEVEE.

PCN: 00-37-42-30-01-000-0280

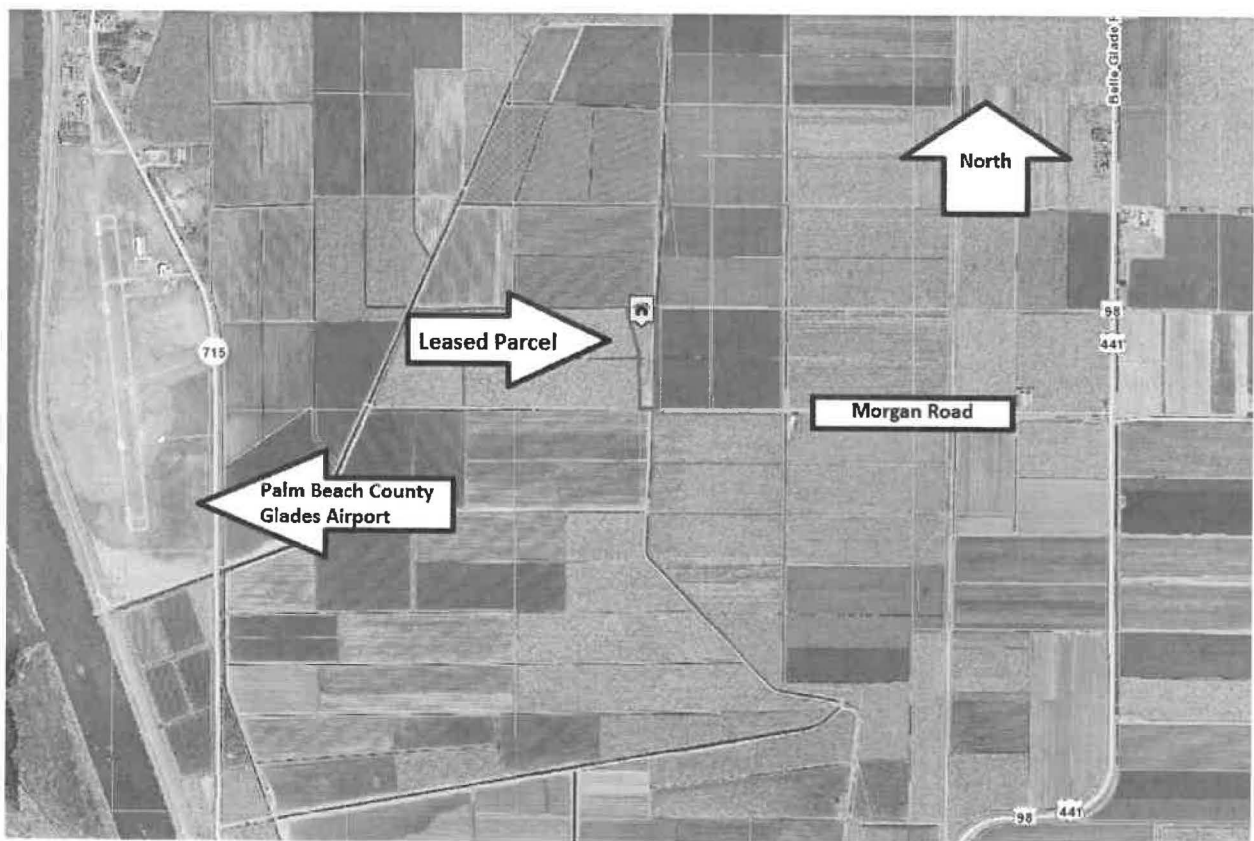


EXHIBIT “B”

EXOTIC PEST PLANTS

Melaleuca	Melaleuca quinquenervia
Brazilian Pepper	Schinus terebinthifolius
Australian Pine	Causarina Spp.
Earleaf Acacia	Acacia auriculiformia

And any other plant the County from time to time so designates.

EXHIBIT "C"

DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the _____ (position - i.e. president, partner, trustee) of _____ (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Tenant") which entity is the lessee of the real property legally described on the attached Exhibit "1" (the "Property").

2. Affiant's address is: _____
_____.

3. Attached hereto, and made a part hereof, as Exhibit "2" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Tenant and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant

Print Affiant Name: _____

The foregoing instrument was sworn to, subscribed and acknowledged before me this _____ day of _____, 20____, by _____ [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Notary Public, State of Florida

(Print Notary Name)

My Commission Expires: _____

EXHIBIT "1" to DISCLOSURE OF BENEFICIAL INTERESTS

PROPERTY

TRACT 28, PLAT OF THE SUBDIVISION OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA, FOR PELICAN BAY LAND COMPANY, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 7, PAGE 16, LESS THE NORTH 20± FEET THEREOF FOR LATERAL #7 AND LESS THE EAST 65± FEET THEREOF FOR THE EVERGLADES DRAINAGE DISTRICT LEVEE.

PCN: 00-37-42-30-01-000-0280

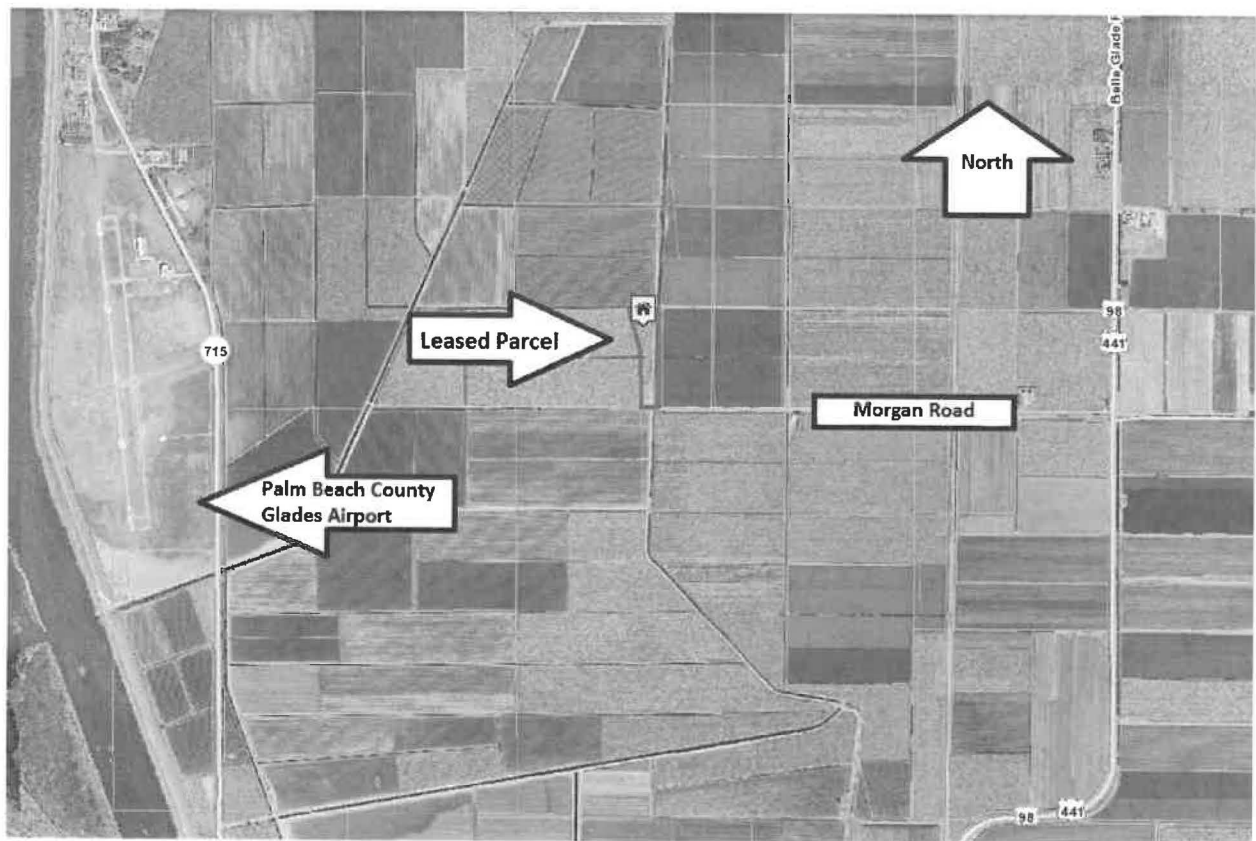


EXHIBIT “2” to DISCLOSURE OF BENEFICIAL INTERESTS

SCHEDULE TO BENEFICIAL INTERESTS IN PROPERTY

Tenant is only required to identify five percent (5%) or greater beneficial interest holders. If none, so state. Tenant must identify individual owners. If, by way of example, Tenant is wholly or partially owned by another entity, such as a corporation, Tenant must identify such other entity, its address and percentage interest, as well as such information for the individual owners of such other entity.

NAME	ADDRESS	PERCENTAGE OF INTEREST
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EXHIBIT “D”

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
[Fla. Stat. §787.06(13)]

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, _____, am an officer or representative of **CLOSTER FARMS, INC., a Florida Corporation** (Company), and attest that Company does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

**CLOSTER FARMS, INC.,
A Florida Corporation**

By: _____

Print Name: _____

Print Title: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization this, ____ day of _____, 2024, by _____, the _____ of _____, a _____, who ☐ is personally known to me or ☐ has produced _____ as identification.

(Notary Seal)

Notary Public, State of Florida

Print Notary Name: _____

My Commission Expires: _____